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2.2 At all times material hereto, Defendant Safeway Inc. ("Safeway") is a corporation operating for a profit in King County, Washington.

III. NEGLIGENCE CLAIM AGAINST DEFENDANTS

- 3.1 Defendant owns and operates a grocery store located at 3900 South Othello Street in Seattle, Washington. Upon information and belief, the store operates as Safeway Store No. 219.
- 3.2 On October 25, 2018, Plaintiff walked from his home to Safeway where he intended to shop for groceries.
- 3.3 At that same date and time, Defendant negligently maintained its premises in a manner that posed a hazard to patrons of the store, including Plaintiff.
- 3.4 At that same time and place, a slippery liquid had spilled onto the aisle of Plaintiff's store. This event shall be referred to as "the spill."
 - 3.5 The spill was reported to Defendant and/or Defendant's employees.
- 3.6 Defendant and its employees failed to clean up or take measures to prevent Plaintiff from encountering the spill.
 - 3.7 Plaintiff walked down the aisle where the spill occurred and slipped and fell.
 - 3.8 Plaintiff was not aware of the spill prior to the time he fell.
 - 3.9 No one warned Plaintiff of the spill.
 - 3.10 Plaintiff was an invitee at Defendant's store at the time of his fall.
 - 3.11 Defendant owed a duty to Plaintiff to maintain a safe premises for his ordinary use.
- 3.12 Defendant owed a duty to Plaintiff to warn him of any hazardous conditions on its premises.
- 3.13 Defendant owed a duty to Plaintiff to make reasonable efforts to clean the spill after it knew or should have known of the spill.

COMPLAINT FOR DAMAGES- 2

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- 3.14 Plaintiff was in a self-service portion of the store when he slipped and fell.
- 3.15 Defendant breached its duties to Plaintiff.
- 3.16 As a direct and proximate result of Defendant's breach of these duties and its negligence, Plaintiff suffered injuries as indicated herein.

IV. DAMAGES

As a direct and proximate result of the Defendant's negligence alleged herein, Plaintiff was injured, suffered and continues to suffer from, without limitation, severe personal injuries, physical disability and pain, pain and suffering, future pain and suffering, emotional trauma, medical expenses, loss of enjoyment of life, and other economic and non-economic damages to be proven at trial.

V. LIMITED PHYSICIAN/PATIENT WAIVER

Plaintiff hereby waives his physician/patient privilege, but only to the extent required by RCW 5.60.060, and as limited by plaintiff's constitutional rights of privacy, contractual rights of privacy, and as circumscribed by the ethical and legal obligations of treating physicians and attorneys for the defendants not to engage in *ex parte* contact.

WHEREFORE, Plaintiff prays for relief as follows:

- 1. Judgment against the Defendant for damages sustained by Plaintiff in an amount to be determined at trial;
 - 2. For Plaintiff's costs and disbursements herein;
 - 3. For an award of Plaintiff's attorney's fees;
- 4. For an award of pre-judgment interest at the statutory rate on items of special damages including, without limitation, expenses of medical care and treatment and property damage; and

COMPLAINT FOR DAMAGES- 3

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5. For such other and further relief as the court may deem just and equitable.

DATED this 24th day of September, 2021.

EMERALD LAW GROUP PLLC

Jonathan Nolley, WSBA No. 35850 Attorneys for Plaintiff

COMPLAINT FOR DAMAGES-4

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